

# **EXHIBIT B**



## AGREEMENT

between  
United States Postal Service

and

American Postal Workers Union,  
AFL-CIO

2000–2003

Handbook EL-912

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**Article 1.1****Notes:**

1. **Bold Face Type** in the text indicates revised or new language. Bold Face Type in headings does not necessarily indicate change.

2. Cross-references to relevant Memorandums of Understanding and Letters of Intent are included in the text of the Agreement. The location of the cross-references is for the convenience of the reader, and in no way affects the content or intent of the Agreement, the Memorandums, or the Letters of Intent.

## **PREAMBLE**

### **ARTICLE 1**

#### **UNION RECOGNITION**

##### **Section 1. Union**

The Employer recognizes the Union designated below as the exclusive bargaining representative of all employees in the bargaining unit for which each has been recognized and certified at the national level:

American Postal Workers Union, AFL-CIO— Maintenance Employees  
 American Postal Workers Union, AFL-CIO—  
 MotorVehicle Employees  
 American Postal Workers Union, AFL-CIO— Postal  
 Clerks  
 - The Special Delivery Messengers were merged into the Clerk Craft by Memorandum of Understanding dated November 20, 1997.  
 American Postal Workers Union, AFL-CIO—Mail  
 Equipment Shops Employees  
 American Postal Workers Union, AFL-CIO—Material Distribution Centers Employees

This Agreement (referred to as the **2000 National Agreement**) is entered into by and between the United States Postal Service (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO (hereinafter referred to as the "Union"), pursuant to an **Arbitration Award issued December 18, 2001** and **Supplemental Opinion issued January 11, 2002**. The Agreement is effective as of December 18, 2001 unless otherwise provided.

**Article 1.2****Section 2. Exclusions**

The employee groups set forth in Section 1 above do not include, and this Agreement does not apply to:

1. Managerial and supervisory personnel;
2. Professional employees;
3. Employees engaged in personnel work in other than a purely non-confidential clerical capacity;
4. Security guards as defined in Public Law 91-375, 1201(2);
5. All Postal Inspection Service employees;
6. Employees in the supplemental work force as defined in Article 7;
7. Rural letter carriers;
8. Mail handlers; or
9. Letter carriers.

**Section 3. Facility Exclusions**

This Agreement does not apply to employees who work in other employer facilities which are not engaged in customer services and mail processing, previously understood and expressed by the parties to mean mail processing and delivery, including but not limited to Headquarters, Area Offices, Information Service Centers, Postal Service Training and Development Institute, Oklahoma Postal Training Operations, Postal Academies, Postal Academy Training Institute, Stamped Envelope Agency or Mail Transport Equipment Centers.

**Article 1.5****Section 4. Definition**

Subject to the foregoing exclusions, this Agreement shall be applicable to all employees in the regular work force of the U.S. Postal Service, as defined in Article 7, at all present and subsequently acquired installations, facilities, and operations of the Employer, wherever located.

**Section 5. New Positions**

A. Each newly created position shall be assigned by the Employer to the national craft unit most appropriate for such position within thirty (30) days after its creation. Before such assignment of each new position the Employer shall consult with the Union signatory to this Agreement for the purpose of assigning the new position to the national craft unit most appropriate for such position. The following criteria shall be used in making this determination:

1. existing work assignment practices;
2. manpower costs;
3. avoidance of duplication of effort and "make work" assignments;
4. effective utilization of manpower, including the Postal Service's need to assign employees across craft lines on a temporary basis;
5. the integral nature of all duties which comprise a normal duty assignment;
6. the contractual and legal obligations and requirements of the parties.

**Article 1.6**

B. The Union party to this Agreement shall be notified promptly by the Employer regarding assignments made under this provision. Should the Union dispute the assignment of the new position within thirty (30) days from the date the Union has received notification of the assignment of the position, the dispute shall be subject to the provisions of the grievance and arbitration procedure provided for herein.

**Section 6. Performance of Bargaining Unit Work**

A. Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:

1. in an emergency;
2. for the purpose of training or instruction of employees;
3. to assure the proper operation of equipment;
4. to protect the safety of employees; or
5. to protect the property of the USPS.

B. In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description.

(The preceding Article, Article 1, shall apply to Transitional Employees)

[see Memo, page 283]

**Article 2.3****ARTICLE 2  
NON-DISCRIMINATION AND CIVIL RIGHTS****Section 1. Statement of Principle**

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, or marital status.

In addition, consistent with the other provisions of this Agreement, there shall be no unlawful discrimination against handicapped employees, as prohibited by the Rehabilitation Act.

(see Memo, page 277)

**Section 2. Committees**

There are established at the national and APWU regional/USPS Area levels Joint Committees on Human Rights. The committees will be composed of responsible representatives of the Union and responsible management officials. The committees may develop affirmative action proposals on all matters affecting minority groups. The committees will also be advised of the plan for site selection for facilities planned for national postal mail networks and major metropolitan areas, and review availability of adequate housing and public transportation. The committees shall meet as required at mutually agreeable times.

**Section 3. Grievances**

Grievances arising under this Article may be filed at Step 2 of the grievance procedure within fourteen (14) days of when the employee or the Union has first learned or may reasonably have been expected to have learned of the alleged discrimination, unless filed directly at the national level, in

**Article 7.3**

- B. In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours of the employee's basic work schedule.

C. During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level, commensurate with their capabilities, to the heavy workload area for such time as management determines necessary.

[see Memo, page 283]

**Section 3. Employee Complements**

- A. The Employer shall staff all postal installations which have 200 or more man years of employment in the regular work force as of the date of this Agreement as follows:

1. With respect to the combined bargaining units represented by the APWU, as set forth in Article 1—80% full-time employees.
- B. The Employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all postal installations; however, nothing in this paragraph B shall detract from the USPS' ability to use the awarded full-time/part-time ratio as provided for in paragraph 3.A. above.

**Article 8.2**

- C. A part-time flexible employee working eight (8) hours within ten (10), on the same five (5) days each week and the same assignment over a six month period will demonstrate the need for converting the assignment to a full-time position.

[see Memo, pages 282-284]

**ARTICLE 8  
HOURS OF WORK**

**Section 1. Work Week**

The work week for full-time regulars shall be forty (40) hours per week, eight (8) hours per day within ten (10) consecutive hours, provided, however, that in all offices with more than 100 full-time employees in the bargaining units the normal work week for full-time regular employees will be forty hours per week, eight hours per day within nine (9) consecutive hours. Shorter work weeks will, however, exist as needed for part-time regulars.

[see Memos, pages 285-295]

**Section 2. Work Schedules**

- A. The employee's service week shall be a calendar week beginning at 12:01 a.m. Saturday and ending at 12 midnight the following Friday.
- B. The employee's service day is the calendar day on which the majority of work is scheduled. Where the work schedule is distributed evenly over two calendar days, the service day is the calendar day on which such work schedule begins.

**Article 8.3**

C. The employee's normal work week is five (5) service days, each consisting of eight (8) hours, within ten (10) consecutive hours, except as provided in Section 1 of this Article. As far as practicable the five days shall be consecutive days within the service week.

**Section 3. Exceptions**

The above shall not apply to part-time employees and transitional employees.

Part-time employees will be scheduled in accordance with the above rules, except they may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal work week.

Transitional employees will be scheduled in accordance with Section 2, A and B, of this Article.

**Section 4. Overtime Work**

A. Overtime pay is to be paid at the rate of one and one-half ( $1 \frac{1}{2}$ ) times the basic hourly straight-time rate.

B. Overtime shall be paid to employees for work performed only after eight (8) hours on duty in any one service day or forty (40) hours in any one service week. Nothing in this Section shall be construed by the parties or any reviewing authority to deny the payment of overtime to employees for time worked outside of their regularly scheduled work week at the request of the Employer.

C. Penalty overtime pay is to be paid at the rate of two (2) times the basic hourly straight-time rate. Penalty overtime pay will not be paid for any hours worked in the month of December.

**Article 8.5**

D. Penalty overtime pay will be paid to full-time regular employees for any overtime work in contravention of the restrictions in Section 5.F.

E. Excluding December, part-time flexible employees will receive penalty overtime pay for all work in excess of ten (10) hours in a service day or fifty-six (56) hours in a service week.

F. Wherever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the employee's applicable rates shall apply.

**G. Overtime Work Transitional Employees**

Transitional employees shall be paid overtime for work performed in excess of forty (40) work hours in any one service week. Overtime pay for transitional employees is to be paid at the rate of one and one-half ( $1 \frac{1}{2}$ ) times the basic hourly straight-time rate.

When an opportunity exists for overtime for qualified and available full-time employees, doing similar work in the work location where the employee's regularly work, prior to utilizing a transitional employee in excess of eight (8) work hours in a service day, such qualified and available full-time employees on the appropriate Overtime Desired List will be selected to perform such work in order of their seniority on a rotating basis.

**Section 5. Overtime Assignments**

When needed, overtime work for regular full-time employees shall be scheduled among qualified employees

**Article 8.5**

doing similar work in the work location where the employees regularly work in accordance with the following:

- A. Two weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list.
- B. Lists will be established by craft, section, or tour in accordance with Article 30, Local Implementation.
- C. 1.a. When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected in order of their seniority on a rotating basis.
  - b. Those absent or on leave shall be passed over.
- D. If the voluntary "Overtime Desired" list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.
- E. Exceptions to C and D above if requested by the employee, may be approved by local management in exceptional cases based on equity (e.g., anniversaries, birthdays, illness, deaths).
- F. Excluding December, no full-time regular employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a non-scheduled day, or over six (6) days in a service week.

**Article 8.6**

G. Full-time employees not on the "Overtime Desired" list may be required to work overtime only if all available employees on the "Overtime Desired" list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week. Employees on the "Overtime Desired" list:

1. may be required to work up to twelve (12) hours in a day and sixty (60) hours in a service week (subject to payment of penalty overtime pay set forth in Section 4.D for contravention of Section 5.F); and
2. excluding December, shall be limited to no more than twelve (12) hours of work in a day and no more than sixty (60) hours of work in a service week.

However, the Employer is not required to utilize employees on the "Overtime Desired" list at the penalty overtime rate if qualified employees on the "Overtime Desired" list who are not yet entitled to penalty overtime are available for the overtime assignment.

[see Memo, pages 285, 287]

**Section 6. Sunday Premium Payment**

Each employee whose regular work schedule includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday, shall be paid extra compensation at the rate of 25 percent of the employee's base hourly rate of compensation for each hour of work performed during that period of service. An employee's regularly scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday premium payment.

**Article 8.8****Section 7. Night Shift Differential**

Effective for the period November 21, 1998, through November 20, 2000, for time worked between the hours of 6:00 p.m. and 6:00 a.m., employees shall be paid additional compensation at the applicable flat dollar amount at each pay grade and step in accordance with the attached table (Table Three).

**Section 8. Guarantees**

- A. An employee called in outside the employee's regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof where less than four (4) hours of work is available. Such guaranteed minimum shall not apply to an employee called in who continues working on into the employee's regularly scheduled shift.
  - B. When a full-time regular employee is called in on the employee's non-scheduled day, the employee will be guaranteed eight hours work or pay in lieu thereof.
  - C. The Employer will guarantee all employees at least four (4) hours work or pay on any day they are requested or scheduled to work in a post office or facility with 200 or more man years of employment per year. All employees at other post offices and facilities will be guaranteed two (2) hours work or pay when requested or scheduled to work.
- [see Memo, page 283]
- D. Effective June 7, 1996, any transitional employee who is scheduled to work and who reports shall be guaranteed two (2) hours of work or pay. Such work or pay shall not be guaranteed if such employees are

**Article 9.1**  
directed not to report ahead of the time they were scheduled to report to work.

**Section 9. Wash-Up Time**

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

(The preceding paragraph, Article 8.9, shall apply to Transitional Employees.)

## **ARTICLE 9 SALARIES AND WAGES**

**Section 1. Basic Annual Salary**

For those grades and steps in effect during the term of the 1998 Agreement, the basic annual salary schedules, with proportional application to hourly rate employees, for those employees covered under the terms and conditions of this Agreement shall be increased as follows:

Effective **November 18, 2000**—the basic annual salary for each grade and step shall be increased by an amount equal to 1.2% of the basic annual salary for the applicable grade and step as set forth in the Postal Service Salary Schedules appended hereto (Table One).

Effective **November 17, 2001**—the basic annual salary for each grade and step shall be increased by an amount equal to 1.8% of the basic annual salary for the applicable grade and step as set forth in the Postal Service Salary Schedules appended hereto (Table One).

**Article 14.1****ARTICLE 14  
SAFETY AND HEALTH****Section 1. Responsibilities**

It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility. The Employer will meet with the Union on a semiannual basis and inform the Union of its automated systems development programs. The Employer also agrees to give appropriate consideration to human factors in the design and development of automated systems. Human factors and ergonomics of new automated systems are a proper subject for discussion at the National Joint Labor-Management Safety Committee.

**Section 2. Cooperation**

The Employer and the Union insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions. Mechanization, vehicles and vehicle equipment, and the work place must be maintained in a safe and sanitary condition, including adequate occupational health and environmental conditions. The Employer shall make available at each installation the appropriate forms to be used by employees in reporting unsafe and unhealthful conditions. If an employee believes he/she is being required to work under unsafe conditions, such employees may:

- (a) notify such employee's supervisor who will immediately investigate the condition and take corrective action if necessary;
- (b) notify such employee's steward, if available, who may discuss the alleged unsafe condition with such

**Article 14.2**

employee's supervisor;

- (c) file a grievance at Step 2 of the grievance procedure within fourteen (14) days of notifying such employee's supervisor if no corrective action is taken during the employee's tour, and/or
- (d) make a written report to the Union representative from the local Safety and Health Committee who may discuss the report with such employee's supervisor.

Upon written request of the employee involved in an accident, a copy of the PS Form 1769 (Accident Report) will be provided.

Any grievance filed in accordance with Section 2. (c) above which is not resolved at Step 2 may only be appealed to the local Safety and Health Committee for discussion and decision or may be appealed directly to arbitration within 21 days after receipt of the Employer's Step 2 decision. Any such appeal to the Safety and Health Committee must be made within fifteen (15) days after receipt of the Employer's Step 2 decision unless the parties agree to extend the time for appeal. The committee shall meet to discuss the grievance at the next regularly scheduled Safety and Health Committee meeting. Any grievance not resolved by the committee may be appealed directly to arbitration within 21 days of the committee's review. If appealed to the regularly scheduled local Safety and Health Committee, the parties representatives shall be prepared to present the issue to the committee with their assessment and resolution.

Any grievance which has as its subject a safety or health issue directly affecting an employee(s) which is subsequently properly appealed to arbitration in accordance with the provisions of Article 15 may be placed at the head of the appropriate arbitration docket at the request of the Union.

**Article 14.3****Section 3. Implementation**

To assist in the positive implementation of the various programs:

A. There shall be established at the Employer's Headquarters level a Joint Labor-Management Safety Committee and a Joint Labor-Management Ergonomics Committee. Representation on the Committees, to be specifically determined by the Employer and the Union, shall include one person from the Union and representatives from appropriate Departments in the Postal Service. Not later than 60 days following the effective date of this National Agreement, designated representatives of the Union and Management will meet for the purpose of developing a comprehensive agenda which will include all aspects of the Employer's Safety Program and Ergonomics Program. Subsequent to the development of this agenda, priorities will be established and a tentative schedule will be developed to insure full discussion of all topics. Meetings may also be requested by either party for the specific purpose of discussing additional topics of interest within the scope of the Committees.

The responsibility of the Safety and the Ergonomics Committees will be to evaluate and make recommendations on all aspects of the Employer's respective Safety and Ergonomics Programs, to include program adequacy, field implementation, studies for improving the work environment, training, and unsafe conditions. To support this process the Employer shall establish a fund of \$500,000 within ninety (90) days of the effective date of this Agreement. In January 2002 and 2003 the Employer will replenish the fund to its original amount. The Fund shall be supervised by the Joint National Labor-Management Safety Committee. Disbursement of the funds for any expenditures shall be authorized by the chairperson of the Committee.

**Article 14.3.C**

The Chairman will be designated by the Employer. The Employer shall furnish the Union information relating to injuries, illness and safety, including the morbidity and mortality experience of employees. This report shall be in form of reports furnished OSHA on a quarterly basis. The Headquarters level Committee will meet quarterly and the Employer and Union Representatives will exchange proposed agenda items two weeks before the scheduled meetings. If problems or items of significant, national nature arise between scheduled quarterly meetings either party may request a special meeting of the Committee. Either party will have the right to be accompanied to any Committee meeting by technical advisors.

B. There shall be established at the Employer's Area level, an Area Joint Labor-Management Safety Committee, which will be scheduled to meet quarterly. The Employer and Union Representatives will exchange proposed agenda items two weeks before the scheduled meetings. If problems or items of a significant Area nature arise between scheduled quarterly meetings, either party may request a special meeting of the Committee. Either party will have the right to be accompanied to any Committee meeting by technical advisors. Representation on the Committee shall include one person from the Union and appropriate representatives from the Postal Service Area Office. The Chairman will be designated by the Employer.

C. The Employer will make Health Service available for the treatment of job related injury or illness where it determines they are needed. The Health Service will be available from any of the following sources: U.S. Public Health Service; other government or public medical sources within the area; independent or private medical facilities or services that can be contracted for; or in the event funds, spaces and personnel are available for such purposes, they may be staffed at the installation. The Employer will promulgate appropriate regulations which comply with

**Article 14.4**

applicable regulations of the Office of Workers' Compensation Programs, including employee choice of health services.

- D. The Employer will comply with Section 19 of the Williams-Steiger Occupational Safety and Health Act.

**Article 14.8****Section 5. Subjects for Discussion**

Individual grievances may be made the subject of discussion during Local Safety and Health Committee meetings, in accordance with Article 14, Section 2.

**Section 6. Employee Participation**

At each postal installation having 50 or more employees, a Joint Labor-Management Safety and Health Committee will be established. In installations having fewer than 50 employees, installation heads are encouraged to establish similar committees when requested by the Union. Where no Safety and Health Committee exists, safety and health items may be placed on the agenda and discussed at labor-management meetings. There shall be equal representation on the Committee between the Union and management. The representation on the Committee to be specifically determined by the Employer and the Union shall include one person from the Union, except in installations with two or more APWU crafts where up to two persons may be designated by the Union, and appropriate management representatives. The Chairman will be designated by the Employer.

It is the intent of this program to insure broad exposure to employees, to develop interest by active participation of employees, to insure new ideas being presented to the Committee and to make certain that employees in all areas of an installation have an opportunity to be represented. At the same time, it is recognized that for the program to be effective, it is desirable to provide for a continuity in the committee work from year to year. Therefore, except for the Chairman and Secretary, the Committee members shall serve three-year terms and shall at the discretion of the Union be eligible to succeed themselves.

**Section 7. Local Committee Meetings**

The Safety and Health Committee shall meet at least quarterly and at such other times as requested by a Committee member and approved by the Chairman in order to discuss significant problems or items. The meeting shall be on official time. Each Committee member shall submit agenda items to the Secretary at least three (3) days prior to the meeting. A member of the Health Unit will be invited to participate in the meeting of the Labor-Management Safety and Health Committee when agenda item(s) relate to the activities of the Health Unit.

**Section 8. Local Committee Responsibilities**

- A. The Committee shall review the progress in accident prevention and health at the installation, determine program areas which should have increased emphasis; and it may

It is recognized that under some circumstances, the presence of an additional employee employed at the installation will be useful to the local Safety and Health Committee because of that employee's special expertise or experience with the agenda item being discussed. Under these circumstances, the employee may, at the request of the Union, be in attendance only for the time necessary to discuss that item. Payment for the actual time spent at such meetings by the employee will be at the applicable straight-time rate, providing the time spent is a part of the employee's regular workday.

**Article 14.8.A**

investigate major accidents which result in disabling injuries. Items properly relating to employee safety and health shall be considered appropriate discussion items. Upon a timely request, information or records necessary for the local Safety and Health Committee to investigate real or potential safety and health issues will be made available to the Committee.

In addition, the Committee shall promote the cause of safety and health in the installation by:

1. Reviewing safety and health suggestions, safety training records and reports of unsafe conditions or practices.
2. Reviewing local safety and health rules.
3. Identifying employee unsafe work practices and assisting in enforcing safety work rules.
4. Reviewing updated list of hazardous materials used in the installation.
5. Identifying areas in which it is appropriate to require the presence of an additional person while maintenance work assignments are performed in hazardous areas to ensure adequate safety precautions.

Once such work assignments are identified, the committee will develop an on-the-job safety review/analysis (Form 1783) to document that an additional person will be used to avoid or minimize identified hazards.

The Committee shall at its discretion render reports to the installation head and may at its discretion make recommendations to the installation head for action on

**Article 14.8.A**

matters concerning safety and health. The installation head shall within a reasonable period of time advise the Committee that the recommended action has been taken or advise the Headquarters Safety and Health Committee and the President of the local Union as to why it has not. Any member of the Committee may also submit a written report to the Headquarters Safety and Health Committee in the event the Committee's recommendations are not implemented.

Upon proper written request to the Chairman of the Committee, on-the-spot inspection of particular troublesome areas may be made by individual Committee members or a Subcommittee or the Committee as a whole. Such request shall not be unreasonably denied. When so approved, the Committee members shall be on official time while making such inspection.

The Union representatives from the local Safety and Health Committee may participate on the annual inspection, conducted by District safety and health services personnel in the main facility of each Processing and Distribution Center, Facility and BMC, provided that the Union represents employees at the main facility of the Processing and Distribution Center, Facility or BMC being inspected. In no case shall there be more than one (1) Union representative on such inspections except in 200 man-year facilities where up to (2) union representatives may participate.

The Union representative from the local Safety and Health Committee may participate on other inspections of the main facility of each post office, Processing and Distribution Center, Facility, BMC, or other installation with 100 or more man years of employment in the regular work force, and of an individual station or branch, where the station or branch has 100 or more man years of employment in the regular work force, provided that the Union represents employees at the main facility or station or branch and provided that the

**Article 14.8.B**

Union representative is domiciled at the main facility or station or branch to be inspected. If the Union representative to the local Safety and Health Committee is not domiciled at the main facility or station or branch to be inspected and if the Union represents employees at the main facility or station or branch, at the Union's option, a representative from the Committee may participate on the inspection (at no additional cost for the Employer) or the Union may designate a representative domiciled at the main facility or station or branch to be inspected to participate on the inspection. In no case shall there be more than one (1) Union representative on such inspections.

The Union representative from the local Safety and Health Committee may participate on the annual inspection of each installation with less than 100 man years of employment in the regular work force, where such Committee exists in the installation being inspected. In those installations that do not have a Safety and Health Committee, the inspector shall afford the opportunity for an APWU bargaining unit employee from that installation to accompany him/her during these inspections.

B. An appointed member of a local committee will receive an orientation by the Employer which will include:

1. Responsibilities of the Committee and its members.
2. Basic elements of the Safety and Health Program.
3. Identification of hazards and unsafe practices.
4. Explanation of reports and statistics reviewed and analyzed by the Committee.
- C. Where an investigation board is appointed by a Vice-President, Area Operations or a District Manager, Customer

**Article 14.8.D**

Services to investigate a fatal or serious industrial non-criminal accident and/or injury, the Union at the installation will be advised promptly. When requested by the Union, a representative from the local Safety and Health Committee will be permitted to accompany the board in its investigation.

D. In installations where employees represented by the Union accept, handle and/or transport hazardous materials, the Employer will establish a program of promoting safety awareness through communications and/or training, as appropriate. Elements of such a program would include, but not be limited to:

1. Informational postings, pamphlets or articles in Postal and Area Bulletins.
2. Distribution of Publication 52 to employees whose duties require acceptance of and handling hazardous or perishable items.
3. On-the-job training of employees whose duties require the handling and/or transportation of hazardous or perishable items. This training will include, but is not limited to, hazard identification; proper handling of hazardous materials; personal protective equipment availability and its use; cleanup and disposal requirements for hazardous materials.
4. All mailbags containing any hazardous materials, as defined in Publication 52, will be appropriately identified so that the employee handling the mail is aware that the mailbag contains one or more hazardous material packages.
5. Personal protective equipment will be made available to employees who are exposed to spills and breakage of hazardous materials.

**Article 15.1****Section 9. Field Federal Safety and Health Councils**

In those cities where Field Federal Safety and Health Councils exist, one representative of the Union who is on the Local Safety and Health Committee in an independent postal installation in that city and who serves as a member of such Councils, will be permitted to attend the meetings. Such employee will be excused from regularly assigned duties without loss of pay. Employer authorized payment as outlined above will be granted at the applicable straight time rate, provided the time spent in such meetings is a part of the employee's regular work day.

(The preceding Article, Article 14, shall apply to Transitional Employees)

## **ARTICLE 15 GRIEVANCE-ARBITRATION PROCEDURE**

**Section 1. Definition**

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.

**Section 2. Grievance Procedure Steps****Step 1:**

(a) Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within

fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. The employee, if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. The Union also may initiate a grievance at Step 1 within 14 days of the date the Union first became aware of (or reasonably should have become aware of) the facts giving rise to the grievance. In such case the participation of an individual grievant is not required. A Step 1 Union grievance may involve a complaint affecting more than one employee in the office. When the Union files a class action grievance, Management will designate the appropriate employer representative responsible for handling such complaint.

(b) In any such discussion the supervisor shall have authority to settle the grievance. The steward or other Union representative likewise shall have authority to settle or withdraw the grievance in whole or in part. No resolution reached as a result of such discussion shall be a precedent for any purpose.

(c) If no resolution is reached as a result of such discussion, the supervisor shall render a decision orally stating the reasons for the decision. The supervisor's decision should be stated during the discussion, if possible, but in no event shall it be given to the Union representative (or the grievant, if no Union representative was requested) later than five (5) days thereafter unless the parties agree to extend the five (5) day period. Within five (5) days after the supervisor's decision, the supervisor shall, at the request of the Union representative, initial the standard grievance form that is used at Step 2 confirming the date upon which the decision was rendered.

(d) The Union shall be entitled to appeal an adverse decision to Step 2 of the grievance procedure within ten (10) days after receipt of the supervisor's decision. Such appeal

**Article 15.2 (Step 1)****fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. The employee, if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. The Union also may initiate a grievance at Step 1 within 14 days of the date the Union first became aware of (or reasonably should have become aware of) the facts giving rise to the grievance. In such case the participation of an individual grievant is not required. A Step 1 Union grievance may involve a complaint affecting more than one employee in the office. When the Union files a class action grievance, Management will designate the appropriate employer representative responsible for handling such complaint.**

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**Article 34****ARTICLE 34****WORK AND/OR TIME STANDARDS****Article 34.G**

differences that may arise concerning such proposed work measurement systems or work or time standards.

A. The principle of a fair day's work for a fair day's pay is recognized by all parties to this Agreement.

B. The Employer agrees that any work measurement systems or time or work standards shall be fair, reasonable and equitable. The Employer agrees that the Union concerned through qualified representatives will be kept informed during the making of time or work studies which are to be used as a basis for changing current or instituting new work measurement systems or work or time standards. The Employer agrees that the National President of the Union may designate a qualified representative who may enter postal installations for purposes of observing the making of time or work studies which are to be used as the basis for changing current or instituting new work measurement systems or work or time standards.

C. The Employer agrees that before changing any current or instituting any new work measurement systems or work or time standards, it will notify the Union concerned as far in advance as practicable. When the Employer determines the need to implement any new nationally developed and nationally applicable work or time standards, it will first conduct a test or tests of the standards in one or more installations. The Employer will notify the Union at least 15 days in advance of any such test.

D. If such test is deemed by the Employer to be satisfactory and it subsequently intends to convert the test to live implementation in the test cities, it will notify the Union at least 30 days in advance of such intended implementation. Within a reasonable time not to exceed 10 days after the receipt of such notice, representatives of the Union and the Employer shall meet for the purpose of resolving any

E. If no agreement is reached within five days after the meetings begin, the Union may initiate a grievance at the national level. If no grievance is initiated, the Employer will implement the new work or time standards at its discretion. If a grievance is filed and is unresolved within 10 days, and the Union decides to arbitrate, the matter must be submitted to priority arbitration by the Union within five days. The conversion from a test basis to live implementation may proceed in the test cities, except as provided in Paragraph I.

F. The arbitrator's award will be issued no later than 60 days after the commencement of the arbitration hearing. During the period prior to the issuance of the arbitrator's award, the new work or time standards will not be implemented beyond the test cities, and no new tests of the new standards will be initiated. Data gathering efforts or work or time studies, however, may be conducted during this period in any installation.

G. The issue before the arbitrator will be whether the national concepts involved in the new work or time standards are fair, reasonable and equitable.

H. In the event the arbitrator rules that the national concepts involved in the new work or time standards are not fair, reasonable and equitable, such standards may not be implemented by the Employer until they are modified to comply with the arbitrator's award. In the event the arbitrator rules that the national concepts involved in the new work or time standards are fair, reasonable and equitable, the Employer may implement such standards in any installation. No further grievances concerning the national concepts involved may be initiated.